



City of Milpitas
NOTICE
INVITATION FOR BIDS
Bid No. 1117
for
Carpet Installation

Notice is hereby given that sealed bids will be received at the Information Counter located on the first floor of City Hall at 455 E. Calaveras Blvd., Milpitas, CA 95035-5411, until June 5, 2007 by 2:00 pm local time, at which time they will be publicly opened and read for :

Removal of existing carpet and to furnish and install approximately 3,600 square yards of new carpet

in accordance with the City of Milpitas plans, specifications and contract documents.

Bids shall be delivered and addressed to the City of Milpitas , Information Counter, 455 E. Calaveras Blvd., Milpitas, CA, 95035-5411, and shall be labeled Carpet Installation, Bid No.1117, by 2:00 pm June 5, 2007. Any Bidder who wishes his bid to be considered is responsible for making certain that his bid is received at the Information Counter by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled Bid Submittal Deadline will be returned unopened.

It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the City before the Bid Submittal Deadline. Late bids will be returned to the Bidder unopened.

The receiving time at the Information Counter will be the governing time for acceptability of bids. Bids will not be accepted by telephone or facsimile machine. Bids must bear original signatures and figures.

Pre-Bid Conference. A pre-bid conference and site walk-thru will be held at **10.00 am on May 25, 2007 at the Public Works Department Conference room 1265 N. Milpitas Blvd 95035.** Bidders who are unable to attend the pre-bid conference must call the Purchasing Agent at least seven (7) days before the Bid Submittal Deadline.

Bid Security Bond. Each bid shall be accompanied by a certified check, cashier's check, or bid bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of California, in an amount equal to at least ten percent (10%) of the sum of the total amount bid, including any options. Said bond is payable without condition to the City of Milpitas as a guaranty that the Bidder, if awarded the contract, will promptly execute the contract in accordance with and in the manner and form required by these contract documents, will furnish the required performance bond, payment bond, and evidences of insurance, and enter into, execute, and deliver to the City of Milpitas the agreement on the form provided herewith, within ten (10) days after being notified in writing by the City of Milpitas that the award has been made and the agreement is ready for execution. The Bid Security shall be forfeited to the City of Milpitas as liquidated damages if Bidder fails or neglect to furnish, execute, and deliver the contract in accordance with the specifications.

Payment Bond. Upon execution of the contract, the Successful Bidder will be required to furnish a Payment Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

Performance Bond. Upon execution of the contract, the Successful Bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

Substitution of Securities. The Contractor shall be permitted to substitute securities for any monies withheld by the City of Milpitas to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Section 22300.

Signature
Purchasing Agent

Published: Milpitas Post
May 24 and May 31, 2007

DETAILED SPECIFICATIONS

SCOPE OF WORK

Please See Attached Exhibit A

INSTRUCTIONS TO BIDDER

BID FORMS. Bid must be submitted on preprinted Bid Forms supplied by the Purchasing Office.

BID OPENING AND BID RESULTS. Bids are opened publicly in the Purchasing Office. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request.

BID SUBMITTAL DEADLINE. **The Bid Submittal Deadline is June 5, 2007 by 2:00 pm.** Bid must be submitted in sealed envelopes and should be properly identified with the bid number and Bid Submittal Deadline. **Bids must arrive at the Information Counter located on the first floor of City Hall at 455 E. Calaveras Blvd., Milpitas, CA, 95035-5411, on or before June 5, 2007 by 2:00 pm, local time.** Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline.

BID WITHDRAWAL. Bidders' authorized representatives may withdraw bids only by written request received by the Purchasing Agent before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of ninety- (90) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw his bid.

INFORMED BIDDERS. Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

LATE BIDS. Bids not received by the Bid Submittal Deadline are late. Late bids will be returned to Bidders unopened.

PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

PAYMENT TERMS. Discounts for payments made twenty (20) days or more from receipt of invoice will be considered in award of bid. Payment discounts must be clearly shown on the Bid Form.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation shall be emailed to bdamele@ci.milpitas.ca.gov no later than 48 before bid opening or by calling 408-586-3162.

TERMS OF THE OFFER. City of Milpitas' acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City of Milpitas. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

TERMS AND CONDITIONS

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

CANCELLATION OF CONTRACT. The City of Milpitas may cancel this contract WITHOUT CAUSE at any time by giving thirty (30) days written notice to the supplier/contractor. The City of Milpitas may cancel this contract WITH CAUSE at any time by giving ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the City of Milpitas and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Purchasing Agent.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City of Milpitas, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and City of Milpitas' written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Santa Clara, in state of California. The parties further stipulate that the county of Santa Clara, California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the City of Milpitas enters into a contract as a result of this solicitation.

REJECTION OF BIDS. The City of Milpitas reserves the right to reject any bids, all bids, or any part of a bid. The City of Milpitas reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the City of Milpitas or any other governmental agency. The City of Milpitas expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City of Milpitas.

SAFETY. All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the City of Milpitas.

SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES, FEDERAL EXCISE. The City of Milpitas is exempt from Federal Excise Tax.

TAXES, SALES. California Sales Tax should be shown separately on the Bid Form, when and where indicated.

WAIVER OF INFORMALITIES. The City of Milpitas reserves the right to waive informalities or technicalities in bids.

SPECIAL PROVISIONS FOR SERVICES

ACCESSIBILITY. The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

AUTHORITY OF THE CITY OF MILPITAS. Subject to the power and authority of the City of Milpitas as provided by law in this contract, the City of Milpitas shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City of Milpitas shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

BONDS - BID SECURITY. Bids shall be accompanied by cash, a money order, or a cashier's certified check, payable to the order of the City of Milpitas, amounting to ten percent (**10%**) of the bid, or by a bond in said amount and payable to said City of Milpitas, signed by the Bidder and a corporate surety, or by the Bidder and two sureties who shall justify before any officer competent to administer oaths, in double said amount over and above all statutory exemption. Said check shall be forfeited, or said bond shall become payable in case the Bidder depositing same does not within **ten (10) consecutive calendar days** after written notice, execute this contract. See below for "Substitution of Securities for Retained Funds".

BONDS - PAYMENT BOND (Labor & Materials). Successful Bidder shall furnish within **ten (10) consecutive calendar days** after written notice, a Payment Bond in an amount equal to one hundred percent (**100%**) of the total amount of the contract. See below for "Substitution of Securities for Retained Funds".

BONDS - PERFORMANCE BOND. Successful Bidder shall furnish within **ten (10) consecutive calendar days** after written notice, a Performance Bond in an amount equal to one hundred percent (**100%**) of the total amount of the contract.

Substitution of Securities for Retained Funds. The contractor shall be permitted to substitute securities for **any** monies withheld by the City of Milpitas to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Part 5, §22300.

BUSINESS LICENSE. If the scope of work under this bid includes performing services or installation on City of Milpitas property, the SUCCESSFUL BIDDER must have a current City of Milpitas Business License. Inquires regarding Business License may be directed to (name and phone number). Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

CHANGES IN WORK. The City of Milpitas may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City of Milpitas may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the City of Milpitas. Changes in work and the

amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

CLEAN-UP. During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City of Milpitas.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT. Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

CONTRACT INCORPORATION. This contract embodies the entire contract between the City of Milpitas and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

COOPERATION BETWEEN CONTRACTORS. The City of Milpitas reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City of Milpitas from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES. The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE. The contractor shall be held responsible for any breakage, loss of the City of Milpitas' equipment or supplies through negligence of the contractor or his employee while working on the City of Milpitas' premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City of Milpitas any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

EXAMINATION OF SPECIFICATION AND SITE. Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

INDEPENDENT CONTRACTOR. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Milpitas. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City of Milpitas.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar *days* of award of contract, Successful Bidder must furnish the City of Milpitas with the Certificates of Insurance proving coverage as specified in Exhibit B and naming the City of Milpitas, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of Bidder's Bid Security.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and County Environmental Health Department.

MEASUREMENTS. It is the responsibility of the Bidder to make all measurements to determine his bid price. The City of Milpitas will not be responsible for determining the quantities of materials necessary to complete the work specified.

PERMITS. Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract. Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City of Milpitas from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

PROTECTION OF PUBLIC. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and or vehicular traffic concerned in the area.

REJECTION OF WORK. Contractor agrees that the City of Milpitas has the right to make all final determinations as to whether the work has been satisfactorily completed.

UNKNOWN OBSTRUCTIONS. Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the City of Milpitas. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

**BID FORM
Carpet Installation
Bid No. 1117**

To: City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA, 95035-5411

From: _____
Name of Bidder

Mailing Address

City, State & Zip

The undersigned Bidder agrees he will contract with the City of Milpitas to provide all necessary labor, supervision, machinery, tools, apparatus, and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Bid No. **1117** for **Carpet Installation**, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

- a. Notice of Invitation For Bids
- b. Detailed Specifications or Scope of Work
- c. Instructions To Bidder
- d. Terms and Conditions
- e. Special Provisions For Services
- f. Addenda
- g. Non-Collusion Affidavit
- h. Bid Security Bond
- i. Bidder's Guaranty
- j. Bidder's Statement Regarding Insurance Coverage
- k. Worker's Compensation Insurance Certificate
- l. Bidder's Nondiscriminatory Employment Certificate
- m. Experience Statement
- n. Subcontractors List

Bidder acknowledges receipt of Addenda Number(s) __, __, __, and __.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The City of Milpitas reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

Item	Unit	Description of Work	Unit	Total
1.	lot	Material cost 3,600 sq. yards of carpet		\$_____
2.	lot	Labor cost to install 3,600 sq. yards of carpet		\$_____
Total Base Bid (Written in Figures				\$_____

Total Base Bid Written in Words

Award of bid will be made to the lowest responsible and responsive bidder of the Total Amount of Base Bid.

Amount Written in Words. This bid will be awarded based upon the total amount bid **as written in words.** Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your bid; the City of Milpitas will not be responsible for Bidder miscalculations.

Maximum Completion or Delivery Time: _____ Days from receipt of order or notice to proceed.

Subcontractor Information. Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

Company Name of Bidder

Mailing Address (PO Box or street)

City, State, and Zip Code

Name of Authorized Representative

Signature

Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number

Facsimile Number

**Non-Collusion Affidavit
To Be Completed and Submitted With Bid**

State of California
County of Santa Clara ss.

_____(Bidder's Name), being first duly sworn, deposes and says that he or she is Owner of _____(Contractor/Business Name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

(Date)

(Signed at (Place)

Bidder Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

CONTRACT

Project: Carpet Installation

Bid No: 1117

Amount of Contract: \$_____

THIS CONTRACT, made this (day of month) day of (month), (year), by and between the City of Milpitas, and (Name of Contractor), hereinafter referred to as "Contractor",

WITNESSETH:

A. WHEREAS, the City of Milpitas has caused specifications, drawings and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and

B. WHEREAS, said Specifications include:

- Part A - Legal and Procedural Documents
- Part B – Invitation For Bids
- Part C – Detailed Specifications or Scope of Work
- Part D – Instructions To Bidder
- Part E – Terms and Conditions
- Part F – Special Provisions For Services
- Part G – Addenda
- Part H – Non-Collusion Affidavit
- Part I – Bid Security Bond
- Part J – Bidder's Guaranty
- Part K – Bidder's Statement Regarding Insurance Coverage
- Part L – Worker's Compensation Insurance Certificate
- Part M – Bidder's Nondiscriminatory Employment Certificate
- Part N – Experience Statement
- Part O – Subcontractors List

C. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Specifications as set forth by submission of the Contractor's Proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Specifications and Contractor's Proposal, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and City of Milpitas hereby employs the Contractor and agrees to pay the Contractor the contract prices therein provided for the fulfillment of the work and the performance of the covenants therein set forth.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

City of Milpitas,
A Municipal Corporation

(Signature)

Contractor's Signature

Title

Title

Business Tax Compliance: Certificate No. _____

Approved As
To Content:

Signature of City Purchasing Agent

Approved As
To Form:

Signature of City Attorney

Approved As
To Insurance:

Signature of City Risk Manager

ATTEST:

By

Signature of City Clerk

(To be notarized)

**BID SECURITY BOND
To Be Completed and Submitted With Bid**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, hereinafter called Principal, and
Contractor
_____, hereinafter called Surety, are

jointly and severally held and firmly bound unto the City of Milpitas, California in the penal sum of ten percent (10%) of the aggregate of the bid of Principal for the work, this sum not to exceed (\$ _____) dollars lawful money of the United States, for the payment whereof unto the City of Milpitas, Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, Principal is herewith submitting a bid to:

Bin No. 1117 for Carpet Installation

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within that time specified in the bid enters into, executes and delivers to the City of Milpitas a contract in the form provided herewith, and if Principal within the time specified in the bid gives to the City of Milpitas the performance bond and the payment bond on the forms provided herewith, and evidence of required liability and worker's compensation insurance, then this obligation shall be void.

If, however, Principal shall fail or refuse to furnish, execute, and deliver to the City of Milpitas said performance and payment bonds, and evidence of required liability and worker's compensation insurance in the time stated in the bid, then Principal and Surety shall forfeit to the City of Milpitas the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and the City of Milpitas and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS _____ day of _____, 200____

Name of Principal

Signature of Principal's Authorized Representative

Name and Title of Signer

(Seal and signature of Notary Public)

(Attach notary acknowledgment of Surety)

**BIDDER'S GUARANTY
To Be Submitted With Bid**

The successful bidder shall execute this guaranty upon execution of the contract. If they so choose, Bidders may execute this guaranty at the time of submitting their bid.

To the City of Milpitas
IFB 1117 for Carpet Installation

The undersigned guarantees the production, construction, and installation of the following work included in this project in accordance with:

Bid No. 1117 for Carpet Installation

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the contract documents, due to any of the above causes, all within **twelve (12) months after date on which this contract is accepted** by the City of Milpitas, the undersigned agrees to reimburse the City of Milpitas, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project.

Said reimbursement shall include the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the City of Milpitas, to replace any such materials and to repair said work completely without cost to the City of Milpitas so that said work will function successfully as originally contemplated. The City of Milpitas shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City of Milpitas elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City of Milpitas. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City of Milpitas shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred due to the said failure or refusal.

Name of Bidder/Contractor (Person, Firm, or Corporation)

Signature of Bidder/Contractor's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

**BIDDER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted With Bid**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation For Bids No. (bid number), to (bid title). Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the City of Milpitas as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTEST:

By _____
Signature

Title

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Milpitas, has awarded to _____
_____ as Principal, hereinafter called "Contractor", a
contract for the work described as follows:

Bid No. 1117 Carpet Installation

WHEREAS, Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law; and

WHEREAS, _____ is hereinafter called
"Surety";

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto the City of Milpitas in the amount required by law, the sum of:

_____ Dollars (\$_____) (100% of Contract Amount)

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if said Contractor, its heirs, executors, administrators, successors or assigns; or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and their subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 to give a right of action to such persons or their assigns in any suit brought upon this bond.

Provided that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

SIGNED AND SEALED this _____ day of _____, 200__

Contractor

Seal

By _____
Signature

Seal

Surety

By _____
Signature

Surety's Mailing Address

Surety's Mailing Address

Telephone Number

(Attach Notarized "Acknowledgement of Surety" and "Power of Attorney")

Approved As

To Content: _____
Signature of City Purchasing Agent

Approved As

To Form: _____
Signature of City Attorney

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, hereinafter called Principal, and
Contractor

_____, hereinafter called Surety, are

jointly and severally held and firmly bound unto the City of Milpitas, California in the penal sum of _____ Dollars (100% of amount bid in proposal) (\$ _____) lawful money of the United States, for the payment whereof unto the City of Milpitas. Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the City of Milpitas has awarded to Principal a contract to:

Bid No. 1117 for Carpet Installation

WHEREAS, Principal is required under the terms of the contract to furnish a bond for the faithful performance of the contract,

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the covenants, conditions and agreements in the contract, and any changes made as therein provided, and shall indemnify and save harmless the City of Milpitas, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to the City of Milpitas such reasonable attorney's fees as shall be fixed by the court

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year after the completion of the work and its acceptance by the City of Milpitas, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the City of Milpitas from loss or damage made evident during the period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder, shall continue so long as any obligation of Principal remains.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications and drawings accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the drawings and specifications.

IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and the City of Milpitas and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this _____ day of _____, 200__

Contractor

Seal

By _____
Signature

Seal

Surety

By _____
Signature

Surety's Mailing Address

Surety's Mailing Address

Telephone Number

(Attach Notarized "Acknowledgement of Surety" and "Power of Attorney")

Approved As
To Content: _____
Signature of City Purchasing Agent

Approved As
To Form: _____
Signature of City Attorney

**EXPERIENCE STATEMENT
To Be Submitted With Bid**

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder

<u>Description</u>	<u>Yr.</u>	<u>Amt.</u>	<u>Customer</u>	<u>Telephone</u>
_____	____	\$ _____	_____	(____) _____
_____	____	\$ _____	_____	(____) _____
_____	____	\$ _____	_____	(____) _____
_____	____	\$ _____	_____	(____) _____
_____	____	\$ _____	_____	(____) _____
_____	____	\$ _____	_____	(____) _____

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor not listed below will be used without the written approval of the City of Milpitas. Additional numbered pages outlining this portion of the bid may be attached to this page. **NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, address, and item of work must be stated at the time of the bid.**

Bidder Name

SUBCONTRACTORS LIST, Page 1 <i>All Subcontractors in excess of 1/2 of 1% of total bid must be listed.</i>		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()